

1 Marcus G. Larson (SBN 206490)
2 Aaron A. Kupchella (SBN 286336)
3 Joseline Vargas Palacios (SBN 361856)
4 GRANT, GENOVESE & BARATTA, LLP
5 2030 Main Street, Suite 1600
6 Irvine, CA 92614
7 Telephone: (949) 660-1600
8 Facsimile: (949) 660-6060
9 Email: mgl@ggb-law.com; aak@ggb-law.com; jvp@ggb-law.com.

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11 Attorneys for Plaintiff
12 Daisy Nail Products, Inc.

13 **UNITED STATES DISTRICT COURT**
14
15 **CENTRAL DISTRICT OF CALIFORNIA**

16 DAISY NAIL PRODUCTS, INC., a
17 California corporation,

18 Plaintiff,

19 vs.

20 21 SWEET BEAUTY INC., a California
21 corporation; NAILS-X INC., a California
22 corporation; X NAIL SUPPLY INC., a
23 California corporation,

24 Defendants.

25 Case No. 8:24-cv-2736 FWS (KESx)

26 District Judge Fred W. Slaughter
27 Magistrate Judge Karen E. Scott

28 Complaint Filed: 12/18/2024

**STIPULATED PROTECTIVE
ORDER**

[Discovery Document: Referred to
Magistrate Judge Karen E. Scott]

22 IT IS HEREBY STIPULATED by and between Plaintiff Daisy Nail Products, Inc.
23 (“Plaintiff”) and Defendant 21 Sweet Beauty Inc., Defendant Nails-X Inc., and Defendant
24 X Nail Supply Inc. (collectively, “Defendants”). By and through their respective counsel
25 of record, the Plaintiff and Defendants (“The Parties”) hereby stipulate as follows:

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1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

B. GOOD CAUSE STATEMENT

This action is likely to involve trade secrets, customer and pricing lists and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information (specifically, information pertaining to historical product sales volume and revenue which is not public knowledge, which provides a competitive advantage to Plaintiff (or Defendants) by not being public known), , information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of

1 disputes over confidentiality of discovery materials, to adequately protect information the
2 parties are entitled to keep confidential, to ensure that the parties are permitted reasonable
3 necessary uses of such material in preparation for and in the conduct of trial, to address
4 their handling at the end of the litigation, and serve the ends of justice, a protective order
5 for such information is justified in this matter. In addition, because Plaintiff and
6 Defendants allegedly sell the same types of products and are competing for market share,
7 an “ATTORNEY’s EYES ONLY” designation is necessary to protect certain sales
8 information of the parties, which could be used by the opposing party to unfairly compete
9 unless access is limited to the attorneys, expert witnesses and the Court as set forth in more
10 detail in paragraph 7.3 below. It is the intent of the parties that information will not be
11 designated as confidential for tactical reasons and that nothing be so designated without a
12 good faith belief that it has been maintained in a confidential, non-public manner, and
13 there is good cause why it should not be part of the public record of this case.

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15 2. DEFINITIONS

16 2.1 Action: the lawsuit currently identified as *Daisy Nail Products, Inc. v. 21 Sweet*
17 *Beauty Inc., et al.*, Case No. 8:24-cv-2736 FWS (KESx)

18 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
19 information or items under this Order.

20 2.3 (a) “CONFIDENTIAL” Information or Items: information (regardless of how
21 it is generated, stored or maintained) or tangible things that qualify for protection under
22 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
23 Statement.

24 (b) “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY”
25 Information or Items: extremely sensitive “CONFIDENTIAL” Information or Items, the
26 disclosure of which to another Party or Non-Party would create a substantial risk of serious
27 harm that could not be avoided by less restrictive means.

28 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their

1 support staff).

2 2.5 Designating Party: a Party or Non-Party that designates information or items
3 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or
4 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.”

5 2.6 Disclosure or Discovery Material: all items or information, regardless of the
6 medium or manner in which it is generated, stored, or maintained (including, among other
7 things, testimony, transcripts, and tangible things), that are produced or generated in
8 disclosures or responses to discovery in this matter.

9 2.7 Expert: a person with specialized knowledge or experience in a matter
10 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
11 expert witness or as a consultant in this Action.

12 2.8 House Counsel: attorneys who are employees of a party to this Action. House
13 Counsel does not include Outside Counsel of Record or any other outside counsel. Non-
14 Party: any natural person, partnership, corporation, association, or other legal entity not
15 named as a Party to this action.

16 2.9 Non-Party: any natural person, partnership, corporation, association, or other
17 legal entity not named as a Party to this action.

18 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
19 this Action but are retained to represent or advise a party to this Action and have appeared
20 in this Action on behalf of that party or are affiliated with a law firm which has appeared
21 on behalf of that party, and includes support staff.

22 2.11 Party: any party to this Action, including all of its officers, directors,
23 employees, consultants, retained experts, and Outside Counsel of Record (and their
24 support staffs).

25 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
26 Material in this Action.

27 2.13 Professional Vendors: persons or entities that provide litigation support
28 services (e.g., photocopying, videotaping, translating, preparing exhibits or

1 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
2 their employees and subcontractors.

3 2.14 Protected Material: any Disclosure or Discovery Material that is designated
4 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
5 ONLY.”

6 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from
7 a Producing Party.

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9 3. SCOPE

10 The protections conferred by this Stipulation and Order cover not only Protected
11 Material (as defined above), but also (1) any information copied or extracted from
12 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
13 Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel
14 that might reveal Protected Material. Any use of Protected Material at trial shall be
15 governed by the orders of the trial judge. This Order does not govern the use of Protected
16 Material at trial.

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18 4. DURATION

19 Even after final disposition of this litigation, the confidentiality obligations imposed
20 by this Order shall remain in effect until a Designating Party agrees otherwise in writing
21 or a court order otherwise directs. Final disposition shall be deemed to be the later of (1)
22 dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final
23 judgment herein after the completion and exhaustion of all appeals, rehearings, remands,
24 trials, or reviews of this Action, including the time limits for filing any motions or
25 applications for extension of time pursuant to applicable law.

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27 5. DESIGNATING PROTECTED MATERIAL

28 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each

1 Party or Non-Party that designates information or items for protection under this Order
2 must take care to limit any such designation to specific material that qualifies under the
3 appropriate standards. The Designating Party must designate for protection only those
4 parts of material, documents, items, or oral or written communications that qualify so that
5 other portions of the material, documents, items, or communications for which protection
6 is not warranted are not swept unjustifiably within the ambit of this Order.

7 Mass, indiscriminate, or routinized designations are prohibited. Designations that
8 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
9 to unnecessarily encumber the case development process or to impose unnecessary
10 expenses and burdens on other parties) may expose the Designating Party to sanctions.

11 If it comes to a Designating Party's attention that information or items that it
12 designated for protection do not qualify for protection, that Designating Party must
13 promptly notify all other Parties that it is withdrawing the inapplicable designation.

14 **5.2 Manner and Timing of Designations.** Except as otherwise provided in this
15 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
16 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
17 must be clearly so designated before the material is disclosed or produced.

18 Designation in conformity with this Order requires:

19 (a) for information in documentary form (e.g., paper or electronic documents,
20 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
21 Producing Party affix at a minimum, the legend "CONFIDENTIAL" or "HIGHLY
22 CONFIDENTIAL -- ATTORNEYS' EYES ONLY", to each page that contains protected
23 material. If only a portion or portions of the material on a page qualifies for protection,
24 the Producing Party also must clearly identify the protected portion(s) (e.g., by making
25 appropriate markings in the margins).

26 A Party or Non-Party that makes original documents available for inspection need
27 not designate them for protection until after the inspecting Party has indicated which
28 documents it would like copied and produced. During the inspection and before the

1 designation, all of the material made available for inspection shall be deemed
2 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
3 copied and produced, the Producing Party must determine which documents, or portions
4 thereof, qualify for protection under this Order. Then, before producing the specified
5 documents, the Producing Party must affix the “CONFIDENTIAL” or “HIGHLY
6 CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” to each page that contains Protected
7 Material. If only a portion or portions of the material on a page qualifies for protection,
8 the Producing Party also must clearly identify the protected portion(s) (e.g., by making
9 appropriate markings in the margins).

10 (b) for testimony given in depositions that the Designating Party identify the
11 Disclosure or Discovery Material on the record, before the close of the deposition all
12 protected testimony.

13 (c) for information produced in some form other than documentary and for any
14 other tangible items, that the Producing Party affix in a prominent place on the exterior of
15 the container or containers in which the information is stored the legend
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.”
17 If only a portion or portions of the information warrants protection, the Producing Party,
18 to the extent practicable, shall identify the protected portion(s).

19 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
20 to designate qualified information or items does not, standing alone, waive the Designating
21 Party’s right to secure protection under this Order for such material. Upon timely
22 correction of a designation, the Receiving Party must make reasonable efforts to assure
23 that the material is treated in accordance with the provisions of this Order.

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25 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

26 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
27 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

28 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution

1 process under Local Rule 37.1 *et seq.* or follow the procedures for informal, telephonic
2 discovery hearings on the Court's website.

3 6.3 The burden of persuasion in any such challenge proceeding shall be on the
4 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to
5 harass or impose unnecessary expenses and burdens on other parties) may expose the
6 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the
7 confidentiality designation, all parties shall continue to afford the material in question the
8 level of protection to which it is entitled under the Producing Party's designation until the
9 Court rules on the challenge.

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11 7. ACCESS TO AND USE OF PROTECTED MATERIAL

12 7.1 Basic Principles. A Receiving Party may use Protected Material that is
13 disclosed or produced by another Party or by a Non-Party in connection with this Action
14 only for prosecuting, defending, or attempting to settle this Action. Such Protected
15 Material may be disclosed only to the categories of persons and under the conditions
16 described in this Order. When the Action has been terminated, a Receiving Party must
17 comply with the provisions of section 13 below (FINAL DISPOSITION). Protected
18 Material must be stored and maintained by a Receiving Party at a location and in a secure
19 manner that ensures that access is limited to the persons authorized under this Order.

20 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
21 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
22 may disclose any information or item designated “CONFIDENTIAL” only to:

23 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
24 employees of said Outside Counsel of Record to whom it is reasonably necessary to
25 disclose the information for this Action;

26 (b) the officers, directors, and employees (including House Counsel) of the
27 Receiving Party to whom disclosure is reasonably necessary for this Action;

28 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure

1 is reasonably necessary for this Action and who have signed the “Acknowledgment and
2 Agreement to Be Bound” (Exhibit A);

3 (d) the court and its personnel;

4 (e) court reporters and their staff;

5 (f) professional jury or trial consultants, mock jurors, and Professional Vendors
6 to whom disclosure is reasonably necessary for this Action and who have signed the
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

8 (g) the author or recipient of a document containing the information or a
9 custodian or other person who otherwise possessed or knew the information;

10 (h) during their depositions, witnesses ,and attorneys for witnesses, in the Action
11 to whom disclosure is reasonably necessary provided: (1) the deposing party requests that
12 the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted
13 to keep any confidential information unless they sign the “Acknowledgment and
14 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party
15 or ordered by the court. Pages of transcribed deposition testimony or exhibits to
16 depositions that reveal Protected Material may be separately bound by the court reporter
17 and may not be disclosed to anyone except as permitted under this Stipulated Protective
18 Order; and

19 (i) any mediator or settlement officer, and their supporting personnel, mutually
20 agreed upon by any of the parties engaged in settlement discussions.

21 7.3 Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
22 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
23 writing by the Designating Party, a Receiving Party may disclose any information or
24 item designated “HIGHLY CONFIDENTIAL-- ATTORNEYS’ EYES ONLY” only to:

25 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
26 employees of said Outside Counsel of Record to whom it is reasonably necessary
27 to disclose the information for this Action;

28 (b) Experts (as defined in this Order) of the Receiving Party to whom disclosure

1 is reasonably necessary for this Action and who have signed the "Acknowledgment and
2 Agreement to Be Bound" (Exhibit A);

3 (c) the court and its personnel;

4 (d) private court reporters and their staff to whom disclosure is reasonably
5 necessary for this Action and who have signed the "Acknowledgment and Agreement
6 to Be Bound" (Exhibit A);

7 (e) professional jury or trial consultants, mock jurors, and Professional Vendors
8 to whom disclosure is reasonably necessary for this Action and who have signed the
9 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

10 (f) the author or recipient of a document containing the information or a
11 custodian or other person who otherwise possessed or knew the information; and

12 (g) any mediator or settlement officer, and their supporting personnel, mutually
13 agreed upon by any of the parties engaged in settlement discussions.

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17 8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
18 **OTHER LITIGATION**

19 If a Party is served with a subpoena or a court order issued in other litigation that
20 compels disclosure of any information or items designated in this Action
21 "CONFIDENTIAL" "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES ONLY," that
22 Party must:

23 (a) promptly notify in writing the Designating Party. Such notification shall
24 include a copy of the subpoena or court order;

25 (b) promptly notify in writing the party who caused the subpoena or order to issue
26 in the other litigation that some or all of the material covered by the subpoena or order is
27 subject to this Protective Order. Such notification shall include a copy of this Stipulated
28 Protective Order; and

1 (c) cooperate with respect to all reasonable procedures sought to be pursued by
2 the Designating Party whose Protected Material may be affected. If the Designating Party
3 timely seeks a protective order, the Party served with the subpoena or court order shall not
4 produce any information designated in this action as "CONFIDENTIAL" or "HIGHLY
5 CONFIDENTIAL -- ATTORNEYS' EYES ONLY" before a determination by the court
6 from which the subpoena or order issued, unless the Party has obtained the Designating
7 Party's permission. The Designating Party shall bear the burden and expense of seeking
8 protection in that court of its confidential material and nothing in these provisions should
9 be construed as authorizing or encouraging a Receiving Party in this Action to disobey a
10 lawful directive from another court.

12 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN
13 THIS LITIGATION

27 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
28 Order in this Action, the relevant discovery request(s), and a reasonably specific

1 description of the information requested; and

2 (3) make the information requested available for inspection by the Non-Party,
3 if requested.

4 (c) If the Non-Party fails to seek a protective order from this court within 14
5 days of receiving the notice and accompanying information, the Receiving Party may
6 produce the Non-Party's confidential information responsive to the discovery request. If
7 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any
8 information in its possession or control that is subject to the confidentiality agreement
9 with the Non-Party before a determination by the court. Absent a court order to the
10 contrary, the Non-Party shall bear the burden and expense of seeking protection in this
11 court of its Protected Material.

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13 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

14 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
15 Protected Material to any person or in any circumstance not authorized under this
16 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
17 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
18 unauthorized copies of the Protected Material, (c) inform the person or persons to whom
19 unauthorized disclosures were made of all the terms of this Order, and (d) request such
20 person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is
21 attached hereto as Exhibit A.

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23 11. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
PROTECTED MATERIAL

24 When a Producing Party gives notice to Receiving Parties that certain inadvertently
25 produced material is subject to a claim of privilege or other protection, the obligations of
26 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).
27 This provision is not intended to modify whatever procedure may be established in an e-

1 discovery order that provides for production without prior privilege review. Pursuant to
2 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the
3 effect of disclosure of a communication or information covered by the attorney-client
4 privilege or work product protection, the parties may incorporate their agreement in the
5 stipulated protective order submitted to the court.

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7 **12. MISCELLANEOUS**

8 **12.1 Right to Further Relief**. Nothing in this Order abridges the right of any person
9 to seek its modification by the Court in the future.

10 **12.2 Right to Assert Other Objections**. By stipulating to the entry of this Protective
11 Order no Party waives any right it otherwise would have to object to disclosing or
12 producing any information or item on any ground not addressed in this Stipulated
13 Protective Order. Similarly, no Party waives any right to object on any ground to use in
14 evidence of any of the material covered by this Protective Order.

15 **12.3 Filing Protected Material**. A Party that seeks to file under seal any Protected
16 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
17 under seal pursuant to a court order authorizing the sealing of the specific Protected
18 Material at issue. If a Party's request to file Protected Material under seal is denied by the
19 court, then the Receiving Party may file the information in the public record unless
20 otherwise instructed by the court.

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22 **13. FINAL DISPOSITION**

23 After the final disposition of this Action, as defined in paragraph 4, within 60 days
24 of a written request by the Designating Party, each Receiving Party must return all
25 Protected Material to the Producing Party or destroy such material. As used in this
26 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
27 summaries, and any other format reproducing or capturing any of the Protected Material.
28 Whether the Protected Material is returned or destroyed, the Receiving Party must submit

1 a written certification to the Producing Party (and, if not the same person or entity, to the
2 Designating Party) by the 60 day deadline that (1) identifies (by category, where
3 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that
4 the Receiving Party has not retained any copies, abstracts, compilations, summaries or any
5 other format reproducing or capturing any of the Protected Material. Notwithstanding this
6 provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers,
7 trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition
8 and trial exhibits, expert reports, attorney work product, and consultant and expert work
9 product, even if such materials contain Protected Material. Any such archival copies that
10 contain or constitute Protected Material remain subject to this Protective Order as set forth
11 in Section 4 (DURATION).

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13 14. Any violation of this Order may be punished by any and all appropriate measures
14 including, without limitation, contempt proceedings and/or monetary sanctions.

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[signatures on following page]

1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**
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3 **GRANT, GENOVESE, & BARATTA, LLP**
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5
6 Date: October 24, 2025
7

8 By: /s/ Aaron A. Kupchella
9 Aaron A. Kupchella
10 Attorneys for Plaintiff DAISY NAIL
11 PRODUCTS, INC.
12

13 Date: October 24, 2025 **A.E.I. LAW, P.C.**
14

15 By: /s/ Jake Y. Jung
16 Taylor J. Howard
17 Jake Y. Jung
18 Attorneys for Defendants 21 SWEET
19 BEAUTY INC., NAILS-X INC., and X
20 NAIL SUPPLY INC.
21

22 **ATTESTATION**
23

24 I, Aaron A. Kupchella, attest that all other signatories listed, and on whose behalf
25 the filing is submitted, concur in the filing's content and have authorized the filing.
26

27 /s/ Aaron A. Kupchella
28 Aaron A. Kupchella

29 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.
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31 DATED: November 5, 2025
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34 Hon. Karen E. Scott
35 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *Daisy Nail Products, Inc. v. 21 Sweet Beauty Inc., et al.*, Case No. 8:24-cv-2736 FWS (KESx). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed name:

Signature: